

COPY

110-148

ATENT APPLICATION 1102
Docket: 7615.8.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Yousheng Shen, Ph.D., Franco Consadori, Ph.D.
and D. George Field

Serial No.: 08/522,946

Filed: September 1, 1995

For: LOW COST ROOM TEMPERATURE
ELECTROCHEMICAL CARBON MONOXIDE
AND TOXIC GAS SENSOR WITH HUMIDITY
COMPENSATION BASED ON PROTONIC
CONDUCTIVE MEMBRANES AND METHOD
OF FABRICATION

Examiner: Ta Tung

TERMINAL DISCLAIMER

The Honorable Commissioner of Patents
and Trademarks
Washington, D. C. 20231

Sir:

I, Robert A. Pickering, hereby declare as follows:

1. That I am the President of Atwood Industries, Inc., a corporation of the State of Illinois, having a principal place of business at 4750 Hiawatha Drive, Rockford, Illinois 61103-1298.

2. That I am duly authorized on behalf of Atwood Industries, Inc. to make the representations and promises herein recited.

3. That Atwood Industries, Inc. is by action of:

(a) an Assignment from the inventive entity of the above-captioned United States

Patent Application Serial No. 08/522,946, filed on September 1, 1995 (hereinafter "the

Present Application"), the owner of the entire right, title, and interest in the Present Application, a copy of which is attached hereto as Exhibit A; and

(b) an Assignment from the inventive entity of United States Patent Application Serial No. 08/381,718, filed on January 31, 1995 (hereinafter "the Parent Application"), the owner of the entire right, title, and interest in the Parent Application, of which the Present Application is a continuation-in-part, the Assignment of the Patent Application being recorded in the United States Patent and Trademark Office at Reel 7454, Frame 0737, a copy of which is attached hereto as Exhibit B.

4. That the documents at Exhibits A and B have been reviewed by me, and that to the best of my knowledge the documents at Exhibits A and B accurately reflect the rights of Atwood Industries, Inc. in the Present Application and in the Parent Application.

5. That Atwood Industries, Inc. hereby disclaims the terminal part of any patent granted from the Present Application, which would extend beyond the normal expiration date of the full statutory term of any patent granted from the Parent Application.

6. That Atwood Industries, Inc. further hereby agrees that prior to the normal expiration date of the full statutory term of any patent granted from the Parent Application, any patent granted from the Present Application shall be enforceable only for and during such period as the legal title in that patent shall be in the same entity as the legal title to the any patent granted from the Parent Application.

7. That except as set forth in Paragraph No. 6 above, Atwood Industries, Inc. does not disclaim any terminal part of any patent granted from the Present Application in the event that subsequently hereto, said any patent granted from the Parent Application either expires for failure

to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 37 C.F.R. § 1.321(a), is terminally disclaimed in whole under 37 C.F.R. § 1.321(b), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the normal expiration date of the full statutory term of any patent granted from the Parent Application.

8. That Atwood Industries, Inc. agrees that this agreement is to run with any patent granted from the Present Application and to be binding upon Atwood Industries, Inc. and any successors or assigns thereof.

9. That all declarations made herein based on my own knowledge are true and that all statements made herein on information and belief are believed to be true; and that these statements made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the Present Application or any patent issuing therefrom.

DATED this 26 day of July, 1996.

ATWOOD INDUSTRIES, INC.

By:


Robert A. Pickering, President

BKD:mkk
G:\DATA\WPDOCS2\MKK\761581.TRM



Printed on Recycled Paper
20% Post Consumer Waste

EXHIBIT A

WHEN RECORDED RETURN TO

PATENT APPLICATION

Docket: 7615.8.1

WORKMAN, NYDEGGER & JENSEN
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

ASSIGNMENT

We, Yousheng Shen, Ph.D. Franco Consadori, Ph.D., and D. George Field of 5721 South 1080 East, Salt Lake City, Utah 84121, 2393 East Logan Way, Salt Lake City, Utah 84108, and 1180 West 1100 North, Pleasant Grove, Utah 84062, respectively, have invented a method and apparatus entitled LOW COST ROOM TEMPERATURE ELECTROCHEMICAL CARBON MONOXIDE AND TOXIC GAS SENSOR WITH HUMIDITY COMPENSATION BASED ON PROTONIC CONDUCTIVE MEMBRANES AND METHOD OF FABRICATION, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed heretofore and now identified as File No. 7615.8.1 of the law firm of Workman, Nydegger & Jensen, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 08/522,946 on September 1, 1995, using Express Mail Label No. EM 311251688 US. (Applicants hereby authorize the attorneys of Workman, Nydegger & Seeley to insert said serial number and filing date when known.)

This application is a continuation-in-part of earlier filed pending application, Serial No. 08/381,718 filed January 31, 1995.

The Assignee, Atwood Industries, Inc., a corporation of the State of Illinois, having a principal place of business at 4750 Hiawatha Drive, Rockford, Illinois 61103-1298, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, we HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications which may be filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Yousheng Shen
Yousheng Shen, Ph.D.

Franco Consadori
Franco Consadori, Ph.D.

D. George Field
D. George Field

STATE OF UTAH

)
: ss.

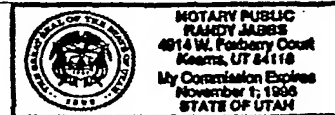
COUNTY OF Salt Lake

)

On SEPT 8, 1995, before me personally appeared Yousheng Shen, Franco Consadori, and D. George Field, known to me to be the persons described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that they have read the same and know the contents thereof and that they executed the same as their free act and deed and for the purposes set forth therein.

Randy Jarbo
NOTARY PUBLIC
Residing at _____

My Commission Expires:
Nov 1, 1998



G:\DATA\WPDOCS\2\MKK\761581.ASN



Printed on Recycled Paper
20% Post Consumer Waste

EXHIBIT B

WHEN RECORDED RETURN TO:

08/381718

PATENT APPLICATION

Docket: 7615.8

WORKMAN, NYDEGGER & JENSEN
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

A S S I G N M E N T

We, Yousheng Shen, Ph.D. Franco Consadori, Ph.D., and D. George Field of 5721 South 1080 East, Salt Lake City, Utah 84121, 2393 East Logan Way, Salt Lake City, Utah 84108, and 1180 West 1100 North, Pleasant Grove, Utah 84062, respectively, have invented a method and apparatus entitled LOW COST ROOM TEMPERATURE ELECTROCHEMICAL CARBON MONOXIDE AND TOXIC GAS SENSOR BASED ON PROTONIC CONDUCTIVE MEMBRANES AND METHOD OF FABRICATION, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed heretofore and now identified as File No. 7615.8 of the law firm of Workman, Nydegger & Jensen, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 08/381,718 on January 31, 1995 1995, using Express Mail Label No. TB 853774504 US. (Applicants hereby authorize the attorneys of Workman, Nydegger & Seeley to insert said serial number and filing date when known.)

The Assignee, Atwood Industries, Inc., a corporation of the State of Illinois, having a principal place of business at 4750

Hiawatha Drive, Rockford, Illinois 61103-1298, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, we HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications which may be filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

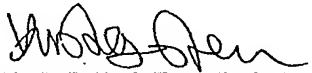
We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other

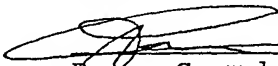
lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

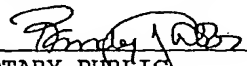

Yousheng Shen, Ph.D.


Franco Consadori, Ph.D.


D. George Field

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On JAN 31, 1995, 1994 before me personally appeared Yousheng Shen, Franco Consadori, and D. George Field, known to me to be the persons described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that they have read the same and know the contents thereof and that they executed the same as their free act and deed and for the purposes set forth therein.


NOTARY PUBLIC
Residing at _____

My Commission Expires:
Nov 1 1998
G:\DATA\WPDOCS2\WKK\76158.ASH

